

(i.e., at a ground block) is the cause of a service problem, I agree that TWC may charge me to resolve such service problem. If available from TWC in my area, I may subscribe to a TWC service protection plan that covers service related calls within my residence. If any other support Services are available from TWC, such Services will be at additional charges as described in TWC's price list.

8. Service Interruptions; Force Majeure

(a) I agree that TWC has no liability for delays in or interruption to my Services, except that if for reasons within TWC's reasonable control, for more than twenty-four (24) consecutive hours, (i) service on all cable channels is interrupted, (ii) there is a complete failure of the HSD Service or (iii) there is a complete failure of the Digital Phone Service, TWC will give me a prorated credit for the period of such interruption or failure. If I request one within 30 days of the interruption or failure. Notwithstanding the above, TWC will issue credits for VOD, pay-per-view and pay-per-play events for service problems where a credit request is made within 30 days of the interruption or failure. In no event shall TWC be required to credit me an amount in excess of applicable service fees. TWC will make any such credit on the next practicable bill for my Services. State and local law or regulation may impose other outage credit requirements with respect to some or all of my Services. In such event, the relevant law or regulation will control.

(b) I acknowledge that TWC may conduct maintenance from time to time that may result in interruptions of my Services.

(c) The TWC Parties shall have no liability, except as set forth in Section 8(a), for interruption of the Services due to circumstances beyond its reasonable control, including acts of God, flood, natural disaster, vandalism, terrorism, regulation or governmental acts, fire, civil disturbance, electrical power outage, computer viruses or worms, strike or weather.

(d) TWC is only obligated to provide the above-referenced credits for loss of HSD Service if TWC is billing me for the HSD Service at the time of the outage. If my ISP or OLP is billing me, I will look solely to my ISP or OLP, as applicable, for a credit with respect to the HSD Service.

9. Review and Enforcement

(a) TWC may suspend or terminate all or a portion of my Services without prior notification if TWC determines in its discretion that I have violated this Agreement, any of the Terms of Use or any Tariff(s), even if the violation was a one-time event. If all or a portion of my Services are suspended, I will not be charged for the relevant Services during the suspension. If my account is terminated, I will be refunded any pre-paid fees minus any amounts due TWC.

(b) If I receive HSD Service, I acknowledge that TWC has the right, but not the obligation, to review content on public areas of the HSD Service, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and the Terms of Use.

8

(c) I agree that TWC shall have the right to take any action that TWC deems appropriate to protect the Services, TWC's facilities or TWC Equipment.

10. Termination of Service

(a) Either TWC or I may terminate all or any portion of my Services at any time for any or no reason, in its sole discretion, in accordance with applicable law.

(b) If I am moving or wish to terminate all or any portion of my Services for any reason, I will notify TWC by phone or by mail as instructed in the Subscriber Materials in order to set up a disconnect appointment and provide TWC with access to my premises to disconnect the relevant Services and recover the TWC Equipment specified on the Work Order on a DATE PRIOR TO the last day of residency. This also applies if I am receiving a period of free or discounted Services. In other words, at the end of the free or discounted period, TWC is entitled to begin billing me for the usual charges associated with the relevant Services unless I take the appropriate steps to terminate the Services as described in this paragraph.

(c) I cannot terminate my Services by writing "Canceled" (or any other messages) on my bill or check, or by making a disconnect appointment that does not result in TWC's physical recovery of the TWC Equipment. In addition, I agree that any restrictive endorsements (such as "paid in full"), releases or other statements on or accompanying checks or other payments accepted by TWC shall have no legal effect.

(d) If I subscribe to HSD Service, I acknowledge that notice given by me to TWC of termination of my HSD Service may not be sufficient to terminate billing by my ISP or OLP for additional or continuing Services under the ISP Terms or OLP Terms (for example, "dial up" access). I agree that I am solely responsible for contacting my ISP or OLP in addition to TWC to ensure that all such Services are terminated in accordance with the ISP Terms or OLP Terms, as applicable.

11. Disclaimer of Warranty; Limitation of Liability

(a) I AGREE THAT THE SERVICES ARE PROVIDED BY TWC ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THIS AGREEMENT. TWC MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE TWC EQUIPMENT WILL OPERATE AS INTENDED. IN PARTICULAR, I AGREE THAT MY USE OF THE HSD SERVICE (INCLUDING THE CONTENT, INFORMATION, SERVICES, EQUIPMENT AND SOFTWARE, THE PURCHASE OF MERCHANDISE AND SERVICES, THE TRANSMISSION OF INFORMATION AND OTHER COMMUNICATIONS BY AND TO ME AND THE

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TWC_SWIN 0002142

DOWNLOADING OF COMPUTER FILES) IS AT MY SOLE RISK. I FURTHER AGREE THAT TWC IS NOT RESPONSIBLE FOR THE RECORDING OF OR FAILURE TO RECORD ANY PROGRAM OR PORTION THEREOF, OR FOR THE CONTENT OF ANY PROGRAM OR CONTENT ON MY DVR, WITHOUT LIMITING THE FOREGOING:

(j) ANY AND ALL PRODUCTS AND SERVICES PROVIDED BY TWC AND/OR ISP AND/OR OLP AND/OR ANY LONG DISTANCE PROVIDER TO ME THAT ARE NOT PART OF THE SERVICES AS DEFINED HEREIN ARE OUTSIDE THE SCOPE OF THIS AGREEMENT AND THE TWC PARTIES HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH PRODUCTS OR SERVICES; AND

(k) NONE OF THE TWC PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF MY COMMUNICATIONS VIA TWC'S FACILITIES OR THE SERVICES (WHETHER SUCH COMMUNICATIONS ARE DIRECTED WITHIN THE SERVICES, OR OUTSIDE THE SERVICE TO OR THROUGH THE INTERNET), OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR MY COMPUTERS(S) OR ONLINE (INCLUDING VOICE) COMMUNICATIONS. I AGREE THAT NONE OF THE TWC PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. I HAVE THE SOLE RESPONSIBILITY TO SECURE MY COMPUTER AND ONLINE (INCLUDING VOICE) COMMUNICATIONS.

(l) I ACKNOWLEDGE THAT TWC'S OR MY INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICES, TWC EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO MY COMPUTER(S), TELEPHONES AND TELEPHONE ANSWERING DEVICES, TELEVISIONS, RECORDING AND PLAYBACK DEVICES, AUDIO EQUIPMENT, OR ANY CABLE MODEM, CABLE OR OTHER EQUIPMENT OR HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. I SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER OR OTHER SOFTWARE OR DATA FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE TWC PARTIES, OR THEIR VENDORS, LICENSEES OR PROGRAMMERS, SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY EQUIPMENT, SOFTWARE, HARDWARE, DATA OR FILES.

(m) EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 9(a) AND 9(b) RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY TWC PARTY OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES (INCLUDING THE CONTENT INCLUDED THEREIN OR THE SERVICES ACCESSED THEREBY) OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING THE USE OF OR INABILITY TO USE EMERGENCY 911 SERVICES, OR FOR ANY ACTION TAKEN BY TWC TO PROTECT THE SERVICES OR THE BREACH BY TWC OF ANY WARRANTY.

(n) I AGREE THAT THE PROVISIONS OF THIS SECTION 11 SHALL APPLY TO ALL CONTENT OR SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE SERVICES, AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE TWC PARTIES.

12. Privacy

(a) My privacy interests, including my ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Federal Communications Act of 1834, as amended, and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Subscriber Privacy Notice delivered to me by TWC on its own behalf and on behalf of its Affiliated ISPs. I acknowledge receipt of the Subscriber Privacy Notice, which is deemed to form a part of this Agreement, and expressly consent to the collection, use and disclosure of personally identifiable and other information as described in the Subscriber Privacy Notice, as it may be amended from time to time.

(b) I agree that, in addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, TWC and its Affiliated ISPs shall each have the right (except where prohibited by law notwithstanding my consent), but not the obligation, to disclose any information to protect their respective rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. I consent to such actions or disclosures.

(c) If I am a Digital Phone customer, I consent to TWC's disclosure of my name, address and/or telephone number to the general public in connection with Caller ID functions, telephone directories, and 411 and 911 Services. I also consent to TWC's disclosure of personally identifiable information to the telephone companies serving those and users to whom I make calls so that the calls can be completed. If I wish to have TWC remove this information from one or more of these Services, I understand that I may notify TWC to do so, subject to any applicable fees.

13. Consent to Phone and Email Contact

(a) I consent to TWC calling the phone numbers I supply to it for any purpose, including the marketing of its current and future Services. I agree that these phone calls may be made using any method, including an automatic dialing system or an artificial or recorded voice. Upon my request, the phone numbers I have previously provided will be removed from TWC's phone marketing list. I can make this request by calling or writing my local TWC office and asking to be placed on TWC's Do Not Call List.

(b) I acknowledge that being included in any state or federal "do not call" registry will not be sufficient to remove me from TWC's phone marketing list.

(c) I consent to TWC emailing me, at any email address, including that of a wire-

less or mobile device, that I provide to TWC (or that TWC issues to me in connection with the HSD Service), for any purpose, including the marketing of TWC's current and future Services. If my wireless or mobile provider charges me for receipt of such messages, I acknowledge and agree that I am responsible for paying such charges. I may revoke this authorization insofar as it relates to marketing messages at any time by calling or writing my local TWC office.

14. Arbitration

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE. THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE, EXCEPT THAT IF THE ABOVE PROVISION PROHIBITING CONSOLIDATED AND CLASS ACTION ARBITRATIONS IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID.

15. Definitions

- (a) "Affiliated ISP" means Road Runner and any other ISP in which any TWC Party holds an ownership interest.
- (b) "Agreement" means this Services Subscription Agreement, as it may be amended from time to time by TWC.
- (c) "Computer" means the personal computer(s) located at my residence that will be used to access the HSD Service, as specified on the accompanying Work Order.
- (d) "Digital Phone Service" means the TWC phone service that provides users with the ability to send and receive local and/or long distance calls and to access additional related features and functions through TWC's cable systems.
- (e) "DVR" means a set-top box or other device enabled with a digital video recorder that is provided to me by TWC.

(f) "HSD Service" and "High Speed Data Service" mean the online content, features, functions and Services (which may include Internet access) of the ISP or OLP selected by me, as provided over TWC's cable systems.

(g) "Including" or "Include" shall mean inclusion, without limitation.

(h) "ISP" means the Internet service provider selected by me from among those offered now or in the future by TWC for the HSD Service. My ISP is the entity that provides my Internet connectivity.

(i) "Me," "My," and "I" mean the account holder identified on the Work Order who is authorized by TWC to access and use the Services.

(j) "OLP" or "On-line Provider" means a provider of on-line content, features, functions and Services that are used in conjunction with my ISP Service (and whose service may be purchased with an ISP Service as part of a combined offering) but that does not itself provide Internet connectivity.

(k) "Services" means any and all Services provided to me by TWC, which may include Video Service, High Speed Data Service, Digital Phone Service and equipment based Services such as digital video recorder Services.

(l) "Software" means the computer software, if any, licensed by ISP or OLP to me to access the HSD Service, or licensed by TWC to me to facilitate installation or use of my ISP's or OLP's service or any other Services. Software also refers to any executable code that may be included in, downloaded to, or utilized by, any TWC Equipment.

(m) "Subscriber Materials" means the handbooks, manuals and other guide materials provided by TWC or any third party (including my ISP or OLP) regarding use of the Services.

(n) "Subscriber Privacy Notice" means the Subscriber Privacy Notice described in Section 12(a), as it may be amended from time to time by TWC.

(o) "Tariff(s)" means the materials describing the terms upon which TWC offers Digital Phone Service, which have been filed at the Public Service Commission or comparable state agency serving the jurisdiction in which I live.

(p) "Terms of Use" shall mean all rules, terms and conditions set forth in this Agreement or otherwise established now or hereafter by TWC regarding permissible or impermissible uses of or activities related to, the HSD Service.

(q) "TWC" means the local Time Warner Cable-affiliated cable operator that is providing the Services over its cable system, or any cable operator to whom TWC assigns this Agreement.

(r) "TWC Equipment" means any equipment provided by TWC to me including, but not limited to, wire, cable, cable conduit, splices, junction boxes, converter boxes (also known as "set top" boxes), decoders, CableCARD™, terminals, cable modems, voice-enabled cable modems, remote control units, and any other equipment or materials provided to me by TWC for use in connection with

the receipt of Services. TWC Equipment does not include any Network Interface Card (NIC) installed in my Computer.

(g) "TWC Parties" means TWC and its corporate parents, affiliates and subsidiaries and their respective directors, officers, employees and agents.

(h) "Video Service" means video and/or audio programming Services such as basic, standard, digital and premium Services, Services provided on a per-channel or per-program basis, pay-per-view, pay-as-you-view or VOD.

(i) "VOD" means video on demand.

(j) "Work Order" means the Time Warner Cable work order provided to me on or after January 1, 2005 in connection with the installation or commencement of my Service(s).

16. Indemnification

I agree to defend, indemnify and hold harmless the TWC Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to my use of the Services or otherwise arising out of the use of my account or my equipment or facilities in connection therewith, or my use of any other TWC products or Services or any ISP's or OLP's products or Services.

17. Terms

This Agreement will remain in effect until terminated by either party or superseded by a revised Subscription Agreement.

18. Interpretations Severability

This Agreement is, and shall be interpreted as, subject to applicable law and regulation and to any applicable franchise agreement between a governmental authority and TWC. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this Agreement shall remain in full force and effect.

19. Consent to Electronic Notice

I agree that unless otherwise specified, all notices required or contemplated hereunder will be provided by TWC by such means as TWC shall determine in its discretion. Without limiting the foregoing, I agree that TWC may provide my notices required or contemplated hereunder or by applicable law, including notice of changes to this Agreement, the Terms of Use, the Tariffs(s) or the Privacy Notice, by electronic means (for example email or online posting). An online version of this Agreement, the Terms of Use, the Subscriber Privacy Notice and any applicable Tariffs(s), as so changed from time to time, will be

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accessible at <http://linewarmercable.com/terms/policies.html> or another online location designated by TWC, or can be obtained by calling my local TWC office.

20. Waiver

I agree that failure by TWC to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any proceeding or subsequent breach or default.

21. Assignment

I understand that my Services are being provided only to the location identified on my Work Order and that I am not allowed to transfer all or any portion of the Services, or TWC's Equipment, to any other person, entity or location, including a new residence. I agree that I may not assign or transfer this Agreement. TWC may transfer or assign any portion or all of this Agreement at any time without notice to me, and I waive any such notice which may be required.

22. Effect of Applicable Law; Reservations of Rights

This Agreement, the Work Order and the Terms of Use are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which I receive my Services. If any provision of this Agreement, the Work Order or the Terms of Use contravenes or is in conflict with any such law or regulation, or if I am entitled to more favorable rights under any such law or regulation than are set forth in any provision in this Agreement, the Work Order or the Terms of Use, then the terms of such law or regulation, or the rights to which I am entitled under such law or regulation, shall take priority over the relevant provision of this Agreement, the Work Order or the Terms of Use. If the relevant law or regulation applies to some but not all of my Service(s), then such law or regulation will take priority over the relevant provision of this Agreement, the Work Order or the Terms of Use only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in this Agreement, nothing contained in this Agreement shall constitute a waiver by me or TWC of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

23. Parental Control Devices

I acknowledge that I have been advised of the availability of TWC's parental control devices which can filter or block certain programming. Additional information about the device is available at the TWC contact number in the Subscriber Materials.

24. Conflicting Terms

In the event of a conflict in the terms and conditions between this Residential Services Subscriber Agreement and the accompanying Work Order, then the terms and conditions of this Agreement shall control.

Exhibit 7



E-Transcript of the Testimony of
PMQ David Su

Date: October 14, 2009

Volume: I

Case: Swinegar v. Time Warner Cable

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Fax: 661/255-2782
Email: citywidereporters@sbcglobal.net
Internet: www.citywide-reporters.com

<p>1 A Orally, talking to the --</p> <p>2 Q CSR?</p> <p>3 A -- CSR.</p> <p>4 Q So CSR conversations, where they tell the CSR</p> <p>5 what type of service they want.</p> <p>6 A Correct.</p> <p>7 Q Okay. Any other types of oral communications</p> <p>8 or agreements -- Strike that.</p> <p>9 Any other type of oral agreements between TWC</p> <p>10 and customers during the class period that you can think</p> <p>11 of? Categories.</p> <p>12 A No. It would just be talking to any of our</p> <p>13 front-line agents.</p> <p>14 Q Okay. Would that include installation</p> <p>15 technicians?</p> <p>16 A Yes.</p> <p>17 Q Okay. Is it your understanding, as the PMK,</p> <p>18 that the subscriber agreement and the work order control</p> <p>19 the relationship between Time Warner and the customer?</p> <p>20 A Yes.</p> <p>21 Q Okay. Is TWC in your opinion -- Strike that.</p> <p>22 If a CSR tells a customer something that is</p> <p>23 inconsistent with the subscriber agreement or work</p> <p>24 order, is Time Warner responsible for that</p> <p>25 representation?</p> <p>57</p>	<p>1 Let's try -- let's say the rep says, "Ah, you know,</p> <p>2 forget about this subscriber agreement and the terms and</p> <p>3 conditions in this agreement that we sent you. You</p> <p>4 don't have to honor this agreement." Is that binding on</p> <p>5 Time Warner?</p> <p>6 MR. ESCHER: I'm going to object. You're asking him</p> <p>7 to answer a legal hypothetical. He is not the PMK on</p> <p>8 those sorts of legal questions. It might be better --</p> <p>9 Well, that's my objection.</p> <p>10 Q BY MR. CAIAFA: You can answer.</p> <p>11 A I have never heard of that case before.</p> <p>12 Q Okay. The responses that you verified to</p> <p>13 special interrogatories in this case --</p> <p>14 Do you remember?</p> <p>15 A Yes.</p> <p>16 Q Did you draft those responses yourself?</p> <p>17 A I reviewed them, okay, with the counsel. But,</p> <p>18 in terms of writing it --</p> <p>19 Q Yes.</p> <p>20 A -- no. Not word for word, no.</p> <p>21 Q Did you write any of it yourself?</p> <p>22 A I provided remarks and feedbacks on the</p> <p>23 responses.</p> <p>24 Q Did you write the initial draft of the response</p> <p>25 yourself?</p> <p>59</p>
<p>1 MR. ESCHER: Objection; vague, calls for legal</p> <p>2 conclusion.</p> <p>3 THE DEPONENT: Yeah, that's -- Yeah.</p> <p>4 Q BY MR. CAIAFA: Okay. You don't understand</p> <p>5 what I'm saying?</p> <p>6 A No, I don't.</p> <p>7 Q Okay. If a CSR tells a customer that the cost</p> <p>8 of a particular cable package is less than it really is,</p> <p>9 does TWC have to honor that price?</p> <p>10 MR. ESCHER: Same objections.</p> <p>11 THE DEPONENT: We train our reps to quote off of the</p> <p>12 billing system --</p> <p>13 Q BY MR. CAIAFA: Right.</p> <p>14 A -- as well as what the current promotion is.</p> <p>15 Q Okay.</p> <p>16 A There are disputes that the customer said they</p> <p>17 were quoted one rate, which would be escalated to our</p> <p>18 Office of the President. And they would actually look</p> <p>19 into that.</p> <p>20 So the answer is, yeah, it varies by situation.</p> <p>21 Q What does?</p> <p>22 A The situation that you just gave, that if a rep</p> <p>23 or CSR quotes an incorrect rate to the customer, whether</p> <p>24 we honor that.</p> <p>25 Q Okay. Let's try something other than a rate.</p> <p>58</p>	<p>1 A No.</p> <p>2 Q But you approved and verified the response.</p> <p>3 Correct?</p> <p>4 A Correct.</p> <p>5 Q Let's go back to the document request.</p> <p>6 We were talking about number 8, documents</p> <p>7 relating to affirmative requests. You talked about</p> <p>8 screen shots, work orders, billing statements. Right?</p> <p>9 A Correct.</p> <p>10 Q Okay. Anything else you can think of</p> <p>11 responsive to that?</p> <p>12 A No.</p> <p>13 Q All right. 9, is your answer the same?</p> <p>14 A Yes.</p> <p>15 Q Documents, writings concerning pricing --</p> <p>16 policies, guidelines regarding the rental of converter</p> <p>17 boxes. First of all -- Strike that.</p> <p>18 Before we go to 10, the documents that you</p> <p>19 referenced in response to Request Nos. 8 and 9 --</p> <p>20 Strike that. Back to 10.</p> <p>21 Policies and guidelines regarding the rental of</p> <p>22 converter boxes. You have provided documents responsive</p> <p>23 to that?</p> <p>24 A Yes.</p> <p>25 Q And what documents are those?</p> <p>60</p>

Exhibit 8

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TWCable

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TIME WARNER
CABLE

1 OF 1

TIME WARNER CABLE
6695 GREEN VLLY CIR CULVER CITY CA
(800) 892-2253

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310-925-7859	08/30/07	D A9-12	035 04
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USSR-SALE		EARLY APPL REG	

SWINEGAR, MARK
4081 MCLAUGHLIN AVE APT 10
LOS ANGELES CA 90066-5450

CODE	QTY	DISC	DESCRIPTION	CHARGE	EQUIPMENT
WORK TO BE PERFORMED					
7N -7N	1		WIRELESS HN	4.95	OUTLET/ SERIAL NUMBER/ TYPE/OWNER
EK -C	1	VM	RR EXTREME	37.87	EQUIPMENT ADDRESS / COMPONENT
EK -AL	1	VM	VARIETY TIER	3.80	61134713631-IN
EK -A3	1	VM	BROADCAST	7.01	0013F75C606E-IN
EK -A4	1	VM	STANDARD	31.26	
EK -A7	1	VM	DIGI ACCESS	0.00	
EK -7N	1	VM	SNV TRACKING	0.01	
FY -FY	1		DEPOSIT	35.00	SS10: SWINEGAR
F7 -F7	1		DOTL RCVR PK	4.24	
K0 -K0	1	VX	PREWIRED INS	9.95	
KI -KI	1	VX	HSD INST	9.95	WEP. E7EL F22827
KJ -KJ	1	ID	HN INSTALL	0.00	
9E -9E	1		RR S EMAILS	0.00	
9B -9B	1		RR IP	0.00	
SVC	AREA: L3 MAP CODE: 00000 MONT AREA: MRINA/VNICE/MV DWELL TYPE: RSDNT 5-1				
HSE	STATUS: RDIG/HSD/VOD/TL H-BRIDGER ADDRESS: 02386 AI TAG 1: RT397921				
TAG	2: TAG 3: DACWEST GROUND: NODE: A1386 AI386 AI386				
HSE	HOOK UP: AERIAL				

NOTES TO TECHNICIAN

COD 147.34 DEPOSIT, 1ST MONTH, AND INSTALLATION. WAIVED INSTALL FOR WIRL
CUSTOMER ONLY HAS 1 COMPUTER LAPTOP TO CONNECT. ***** PLEASE C
AS EARLY AS POSSIBLE BY 10:30.

ACCT #: B774 10 004 1852744 CURRENT BAL: 0.00 LAST PAYMENT DATE: 08/13/2007
DELINQ AMT: 0.00 S-DELINQUENT DAYS: 000 S-VIP FLAG: BLANK

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LOG : MSWINEGAR

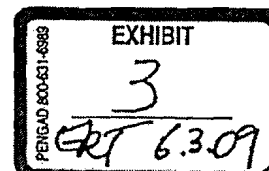
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MENT METHOD	<input type="checkbox"/> CASH	<input checked="" type="checkbox"/> CHECK	<input type="checkbox"/> CREDIT CARD	EQUIPMENT ISSUED:	EQUIPMENT RETRIEVED:
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				SERIAL #	147.34

IMPORTANT SUBSCRIBER INFORMATION

Before Service, Read This Notice: This notice contains important information regarding your service and the terms of your agreement. It is your responsibility to read this notice carefully and to understand the terms of your agreement. If you do not agree to the terms of this agreement, you may cancel your service at any time. If you agree to the terms of this agreement, you may cancel your service at any time. If you do not agree to the terms of this agreement, you may cancel your service at any time. If you agree to the terms of this agreement, you may cancel your service at any time.

DATE: 8-30-07



TWC_SWIN 0000553

Exhibit 9



**E-Transcript of the Testimony of
Mike Pemberton**

Date: February 17, 2010
Volume: I

Case: Swinegar v. Time Warner Cable, Inc.

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1 correct? -- on the left-hand column.
2 A Correct.
3 Q And then QTY, quantity?
4 A Correct.
5 Q Disc is what?
6 A I'm not sure on that. Description?
7 Q Well, there's description next to it. But
8 before that it's disc. Maybe it means discount.
9 A It could be discount code.
10 Q You're not sure?
11 A I don't know though.
12 Q In any event, under the column for work,
13 that's where you're referring to the zeros and ones?
14 A Correct.
15 Q I take that back. Under the column for
16 quantity --
17 A There isn't anything under the -- except for
18 VM under quantity.
19 Q Okay. Look at it again. I know that's how it
20 appears. But work to be performed is the --
21 A Oh, I see what you're saying.
22 Q So work to be performed seems like the heading
23 for that top category all the way down to HSO INST
24 before the word current; correct?
25 A Correct.

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1 Q Then you see code and then QTY. The code for
2 example would be A1, A3, A4; right?
3 A Correct.
4 Q Then I assume that QTY maybe should be over to
5 the of left a little bit there under quantity zero and
6 one; correct?
7 A Correct.
8 Q Okay. So when you say that the quantity is
9 zero, under work to be performed, what does that mean?
10 A That we're removing that.
11 Q Okay. Does it necessarily mean that the
12 customer had that --
13 A That means --
14 Q -- before you got there?
15 A Correct.
16 Q And under quantity one, does that mean that
17 Time Warner is adding that service?
18 A Correct.
19 Q And is that also true under the category of
20 current?
21 A Current is the services as they were before
22 the work order was placed.
23 Q Okay, okay.
24 A So the tech came to the home, that's how the
25 services are currently at.

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1 Q So under the category current, the services
2 that Ms. Dezes had were basic cable, broadcast,
3 standard, digital receiver, a remote, and a digital
4 programming fee; correct?
5 A No. The services she had, D-Basic is digital
6 basic. So that's actually higher than just basic.
7 Q Okay. So what did she have before the tech
8 got there?
9 A She had the broadcast, which is the local
10 programming. Then the standard cable, which is
11 everything from the local programming up until about 100
12 in the lineup. And then digital basic was another, with
13 Comcast was another set of about 30 channels that you
14 get, plus it also includes the cost of the first box, if
15 you get that plan.
16 Q What includes the cost of the first box?
17 A The digital basic.
18 Q Okay. So digital basic costs 8.54 a month?
19 A That's what it looks like here.
20 Q And it includes a digital receiver and remote?
21 A Correct. Which is why, if you see the digital
22 receiver listed there below, it has no cost next to it.
23 Q Right. But the one below it says digital
24 receiver and remote, it does have a cost; correct?
25 A Well, there's two.

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1 Q Just correct?
2 A Correct.
3 Q And that's because she had -- the customer has
4 two digital receivers and remotes; correct?
5 A Correct.
6 Q And what's a digital programming fee?
7 A The digital programming fee is a \$2 charge
8 that's applied to each additional cable box.
9 Q Do you know why that's applied?
10 A I don't know the specifics on what exactly a
11 digital programming fee is.
12 Q In general, what's it for?
13 A It essentially makes the box \$2 more per.
14 Q I know. But why?
15 A That is its price. I've never really been
16 told that the digital programming fee does anything
17 except the fact that it needs to be applied to each
18 additional box, which is what makes it more expensive.
19 Q As it would. So has a customer ever asked
20 you, "Why is there a digital programming fee on my
21 additional converter box?"
22 A And I will tell --
23 Q Has a customer ever asked you?
24 A Yes.
25 Q And what would you respond?

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1 Q Correct?
2 A Correct.
3 Q And the digital receiver and remote that's
4 being added, she's being charged for every month now;
5 correct? After the tech leaves; correct?
6 A Correct.
7 Q Whereas before it was included within the
8 price of D-Basic; correct?
9 A Correct.
10 Q Your review of the work order, does it
11 indicate whether any of the equipment is being changed?
12 A No.
13 Q Does it indicate whether the equipment is
14 being changed?
15 A Well, except for the sense that there's a
16 modem being added. When you see Road Runner is being
17 added, one would take from that a modem would go on the
18 account.
19 Q Are the converter boxes that Ms. Dezes had
20 before the tech went to her house on September 29, '07
21 being changed on that day?
22 A There should be no reason to change the actual
23 boxes.
24 Q Were they changed on that day?
25 A I don't know.

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1 Q You can't tell from the work order?
2 A No, I can't. Because there would be no reason
3 for him to have had to address either of the boxes since
4 it was only changing there in the system in the way as
5 far as the billing goes. But the -- if there was a
6 problem with the box and she has to have it swapped, it
7 wouldn't have -- it would have probably have been hand
8 written on the work order but not -- because this wasn't
9 set up as a trouble call.
10 Q Okay. The reason there's a truck roll is
11 because they have to install Internet; correct?
12 A Correct.
13 Q Not because of any changes to her cable TV
14 service; correct?
15 A Correct.
16 Q Are the remote controls being changed at the
17 time of this work order?
18 A They shouldn't be.
19 Q Now, at the time of this call --
20 Do you know when the call is?
21 A Are you asking do I know when the date was? I
22 don't know it offhand. You said it's --
23 Q Well, the work order is dated September 29,
24 '07; correct?
25 A Correct.

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1 Q The screen shot has the same date on it
2 somewhere. Last page that says activation date,
3 discount start date, billing date, connect date. Does
4 it indicate when you spoke to her anywhere on here?
5 A I do not see it on here.
6 Q Well, whenever it is you spoke to her and
7 input this information, do you recall a discussion about
8 changing her cable service from P2 Bronze to Surf 'N
9 View?
10 A On this particular call, I don't remember any
11 aspects of it at all.
12 Q Okay.
13 A I can you tell you what -- I have addressed
14 several situations like this though. And I can tell you
15 how I proceed that way.
16 Q Okay. So based on your training at Time
17 Warner and your custom and practice, you can tell me
18 what you would have said essentially to Ms. Dezes;
19 correct?
20 A Correct.
21 Q And any customers like Ms. Dezes who were in
22 that similar situation; correct?
23 A Correct.
24 Q She calls in. You punch her up on your
25 screen; right?

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1 A Uh-huh, yes.
2 Q And she says, "I want -- I want to add
3 Internet"; right?
4 A Correct.
5 Q And you see that she has cable TV on your
6 screen; right?
7 A Correct.
8 Q You see she has P2 Bronze; correct?
9 A Correct.
10 Q So based on your training and experience and
11 practice at Time Warner, what would you have said to her
12 next after she told you she wanted to add Internet to
13 her cable?
14 A The -- I would have said that the rate of the
15 Internet -- I basically would have given her the
16 a-la-carte price for the Internet service of the speed
17 she was looking for; and then explained that she's with
18 currently a Comcast plan that was bad; and that she is
19 more than welcome to keep that; but I'd actually be able
20 to save her money switching her over to a Time Warner
21 Cable plan which wouldn't change her services in any
22 way, except just the way that they are addressed in
23 billing.
24 Q What else would you have told her?
25 A I would have explained that the changes that

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CERTIFICATE OF SERVICE

I, Douglas Caiafa, hereby certify that, on this 9th day of November, 2010, copies of the foregoing "**Opposition To Petition for Declaratory Ruling; Declaration of Douglas Caiafa In Support Thereof**" were sent as indicated below, to the following:

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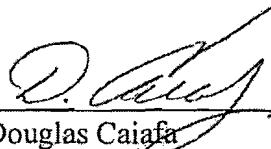
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